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* ADMITTED IN MD. ONLY

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RECORDATION NO. 13146-A
June 16, 1981
JUL 29 1981 2 PM

1-210A127

No. 1
Date: JUL 29 1981
Fee \$: 10.00
ICC Washington, D. C.

INTERSTATE COMMERCE COMMISSION

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th Street & Constitution Avenue, N.W.
Washington, D.C. 20423

RECORDATION NO. 13146-B
June 16, 1981 1:35 PM
INTERSTATE COMMERCE COMMISSION

Re: Recordation of Documents:
Bill of Sale and Installment Sale and
Security Agreement

Dear Ms. Mergenovich:

Please find enclosed for recordation
pursuant to 49 U.S.C. 11303 two counterpart
copies of:

(1) BILL OF SALE, dated as of June 8, 1981,
between Laurinburg Oil Company ("Seller")
and The Greyhound Leasing & Financial
Corporation ("Buyer"); and

(2) INSTALLMENT SALE AND SECURITY AGREEMENT,
dated as of May 15, 1981, entered into
between Greyhound Leasing & Financial
Corporation ("Installment Sale Seller") and
The HAJMM Company ("Installment Sale
Purchaser").

The names and addresses of the parties to
this transaction are as follows:

Installment Sale Purchaser

The HAJMM Company
P.O. Box 668
Laurinburg, North Carolina 28352

RECEIVED
JUL 29 2 46 PM '81
FEE OPERATION BR.

Det. A. L. Mergenovich
Agatha L. Mergenovich

Ms. Agatha L. Mergenovich

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June 16, 1981

Seller

Laurinburg Oil Company
McNair Avenue
Maxton, North Carolina 28364

Buyer and Installment Sale Seller

Greyhound Leasing & Financial
Corporation
Greyhound Tower
Phoenix, Arizona 85077

The equipment that is the subject of this transaction is described as follows:

Ten (10) used 100-ton tank cars with 20,000 gallon coiled non-insulated tanks (DOT/ICC-111 A 100-U-1), listed in the Official Railway Equipment Register as MOFX 1001 - MOFX 1010 inclusive.

Pursuant to 49 C.F.R. Part 1116, please stamp the documents described above with the date and hour of recordation, a recordation number and a notation to the effect that it has been filed pursuant to the provisions of section 11303 of Title 49 of the United States Code. After performing these tasks, please retain one copy of these documents in the Commission's files and return the other to the delivering agent of:

Witkowski, Weiner, McCaffrey and Brodsky, P.C.
1575 Eye Street NW, Suite 350
Washington, DC 20005

Ms. Agatha L. Mergenovich

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June 16, 1981

Enclosed is a check drawn to the order of the
Interstate Commerce Commission for filing fees.

Your cooperation is appreciated.

Greyhound Leasing & Financial
Corporation

By Its Special Counsel,

A handwritten signature in black ink, appearing to read "R. L. McCaffrey, Jr.", written in a cursive style.

R. Lawrence McCaffrey, Jr.
Witkowski, Weiner, McCaffrey
and Brodsky, P.C.
Suite 350
1575 Eye Street, N.W.
Washington, DC 20005

RECORDATION NO. 13141-#

Filed 1425

June 16 1981 1:35 PM

BILL OF SALE

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

2nd filing after recording
RECORDATION NO. 13141-#
Filed 1425

JUL 29 1981-2 PM

INTERSTATE COMMERCE COMMISSION

That, Laurinburg Oil Company, a North Carolina corporation with its principal place of business located at McNair Avenue, Maxton, N. C., 28364 (hereinafter referred to as "Laurinburg Oil"), in consideration of the sum of two hundred and fifty thousand dollars (\$250,000.00) plus any and all applicable sales, use, excise, transfer and other similar taxes paid to it by Greyhound Leasing and Financial Corporation receipt and sufficiency of which is hereby acknowledged, does hereby convey and sell to Buyer its successors and assigns certain equipment more specifically described in Exhibit A which is attached hereto and made a part hereof (the "Equipment").

To Have and to Hold the same unto said Buyer, its successors and assigns forever.

Buyer by its acceptance of this Bill of Sale agrees to indemnify and hold Laurinburg Oil harmless from and against the inposition and payment of all sales, use, excise, transfer and other similar tax not previously paid to Laurinburg Oil in connection with this sale, together with penalties, interest and professional fees incurred by Laurinburg Oil in connection therewith.

Laurinburg Oil, by this instrument, makes no warrants of any kind, express or implied, except to the effect that said Equipment is free and clear of any liens or encumbrances suffered to be affixed against the Equipment by Laurinburg Oil. Further, Laurinburg Oil makes no warranty as to the merchantability or fitness for any particular purpose of said Equipment, it being understood that the Buyer has inspected the Equipment and is purchasing it on an "as is, where is" basis.

In Witness Whereof, Laurinburg Oil has caused this instrument to be executed by its duly authorized officers as of this 8th day of June, 1981.

LAURINBURG OIL COMPANY

By: Mr. K. GarryBy: Myron S. Smith

Accepted this 27th day of July, 1981.

By: Leslie S.
Its: Vice President